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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

WHITTON CORPORATION, a Nevada
corporation

- ☐ Affects this Debtor
☒ Affects all Debtors
☐ Affects South Tech Simmons 3040C, LLC

Case Nos. BK-S-10-32857-BAM and
BK-S-10-32680-BAM

Jointly Administered Under
Case No. BK-S-10-32680-BAM

Chapter 11

**DECLARATION OF PAUL HAMILTON
IN SUPPORT OF DEBTORS MOTION
FOR INTERIM AND FINAL ORDER
PURSUANT TO 11 U.S.C. §§ 105, 364,
FED R. BANKR. P. RULE 4001(C) AND
L.R. 4001(B) AND (C): (I) AUTHORIZING
DEBTORS TO OBTAIN POSTPETITION
FINANCING; (II) GRANTING RELATED
RELIEF, AND (III) SCHEDULING FINAL
HEARING**

OST REQUEST PENDING

Hearing Date: March 15, 2011
Hearing Time: 3:00 p.m.

I, Paul Hamilton, being duly sworn, hereby depose and declare under penalty of perjury:

1. I am over the age of 18, am mentally competent, and if called upon to testify as to the
statements made herein, could and would do so.

2. I am a founding principal of Province Advisors, LLC (“Province”), who maintains an office at 5915 Edmond Street, Suite 102, Las Vegas, Nevada 89118. I submit this Declaration in Support of Debtors Motion for Order (I) Authorizing the Debtors To Obtain Postpetition Financing; (II) Granting Related Relief; and (III) Scheduling Final Hearing (the “Postpetition Financing Motion”).¹ Except as otherwise limited herein, I make the following statements based upon my personal knowledge, belief, and where applicable, upon the business records of the Debtors in the above-captioned bankruptcy cases.

3. I am the person at Province primarily responsible for the preparation and marketing of a detailed package concerning Debtors’ postpetition and emergence financing needs.

4. Province took a three-pronged approach to the marketing and search for post petition financing for the Debtors. First, we contacted groups that specialize in this type of product. Second, we contacted various bankruptcy attorneys in this arena for successful references of capital that they had worked with and emerged with in the past. Third, we marketed to people and entities that actively invest in the Nevada market.

5. The first two approaches resulted in a number of potential partners, however, the offers had very unattractive terms.

6. The third approach resulted in offers from local investors that understood the Nevada market. Within the subset of local investors, we received two offers for post petition and reorganization financing—one from Umbra Partners (“Umbra”) and one from Ruby Capital Investments, LLC (“Ruby”) and Silver Phoenix, LLC (“Phoenix” and with Ruby, the “Lenders”).

7. The terms of the Umbra offer and the terms offered by other potential lenders, were not as beneficial as the terms offered by Lenders. While some of the other proposed lenders had some of the following terms, no other lender could provide the loans with all of these terms. The total combination of benefits offered by the Lenders included the following:

¹Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Postpetition Financing Motion.

1 a. Capital Certainty. The Lenders did not have to raise the capital or obtain
2 approval to put the required capital to work. The capital is immediately available and set aside
3 for the Debtors.

4 b. Due Diligence. The Lenders completed on the ground due diligence by the
5 actual principals to provide instant feedback and ultimately approval.

6 c. Flexibility. The final terms of the reorganization, including the long term hold
7 and the specific properties either included or excluded, were acceptable to the Lenders.

8 d. Emergence. The Lender was willing to convert the financing to emergence
9 equity.

10 e. Immediacy. The Lenders had the immediate financial wherewithal as well as the
11 forward financial wherewithal to withstand lean times as well as unforeseen items that could
12 occur.

13 f. Market Familiarity. The Lenders, combined, have been developing properties in
14 the Las Vegas and Henderson market for well over twenty five (25) years and bring an
15 unparalleled commitment and expertise to the Debtors.

16 g. Continuity. The Lenders are committed to stay in these properties for the long
17 term. In addition, they are local and already familiar with the Debtors' properties and therefore
18 there is no requirement to insert third party personnel to insure that the properties run at an
19 optimum level.

20 h. Expertise. The principals of the Lenders bring a level of expertise and a hands
21 on approach that is beneficial to the Debtors.

22 8. Province did not receive any offers to provide postpetition financing to Debtors on an
23 unsecured basis.

24 9. The terms of the DIP Credit Agreement are similar to those often included in complex
25 financing arrangements and, in my opinion, are fair and reasonable considering the market, risks, facts
26 and circumstances of these cases.

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1 I declare under penalty of perjury of the laws of the United States of America that the foregoing
2 is true to the best of my knowledge, information and belief.

3 Executed this 1st day of March, 2011, in Las Vegas, Nevada

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5 PROVINCE ADVISORS, LLC

6 By: s/Paul Hamilton
7 PAUL HAMILTON, Founding Principal
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